

# SPECIFICATIONS

## RENOVATIONS TO RUTHERFORD COUNTY COURTHOUSE TAX OFFICES

RUTHERFORDTON, NORTH CAROLINA



COMMISSION NUMBER 3089  
JULY 9, 2013

---

SET NUMBER

THE  
*Patterson Design*  
GROUP

108 W WARREN ST, SUITE 311, SHELBY, NORTH CAROLINA 28150 (704) 487-1120

# CONTENTS

## Section:

00010	Advertisement for Bids	00010-1
00020	Instructions to Bidders	00020-1 thru 3
PF	Proposal Form	PF-1 thru 2
SC	Supplementary Conditions	SC-1 thru 8

## **Project forms and Check Lists**

State County Sales/Use Tax Statement	1
Change Proposal Form	1 & 2
Certificate of Accuracy	1
Certificate of Non Use of Asbestos-containing Products	1
Certificate of Non Use of Lead-containing Products	1
Closeout Documentation Checklist	1

## **Division 1 - General Requirements**

01010	Summary of The Work	01010-1 thru 3
01020	Allowances	01020-1
01021	Liquidated Damages	01021-1
01027	Applications for Payment	01027-1
01030	Alternates	01030-1
01035	Modification Procedures	01035-1 thru 3
01040	Project Coordination	01040-1
01045	Cutting and Patching	01045-1 thru 5
01090	Definitions and Standards	01090-1 thru 3
01200	Project Meetings	01200-1
01300	Submittals	01300-1
01310	Schedules and Reports	01310-1
01500	Temporary Facilities	01500-1 thru 5
01560	Construction Cleaning	01560-1 thru 5
01600	Materials and Equipment	01600-1 thru 5
01631	Product Substitutions	01631-1
01700	Project Closeout	01700-1 thru 8
01740	Warranties and Bonds	01740-1
01800	Contract Forms	01800-1
01900	Special Provisions	01900-1 thru 2

## **Division 5 - Metals**

05400 Lightgauge Metal Framing 05400-1 thru 4

## **Division 6 - Wood & Plastics**

06410 Pre-manufactured Casework 06410-1 thru 3

## **Division 7 - Thermal & Moisture Protection**

07200 Insulation 07200-1

## **Division 8 - Doors & Windows**

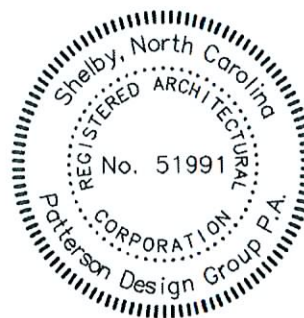
08110 Metal Doors and Frames 08110-1 & 2

## **Division 9 - Finishes**

09250 Gypsum Wallboard 09250-1 thru 5  
09300 Tile 09300-1 & 3  
09512 Acoustical Tile Ceilings 09512-1 thru 3  
09680 Carpet Tile 09690-1 & 3  
09900 Painting 09900-1 thru 5

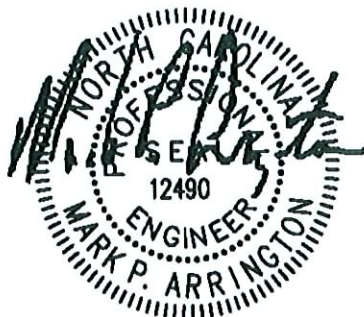
## **Division 10 - Specialties**

10522 Fire Extinguishers and Cabinets 10522-1



## INDEX

<u>SECTION</u>	<u>TITLE</u>
16010-1 thru 10	Electrical General Requirements
16030-1 only	Equipment Connections and Coordination
16100-1 thru 3	Basic Materials and Methods
16110-1 thru 3	Raceways and Fittings
16120-1 thru 3	Conductors
16122-1 thru 2	Metal-Clad Cable Systems
16130-1 thru 2	Grounding and Bonding
16140-1 thru 3	Boxes
16150-1 thru 3	Wiring Devices
16160-1 only	Raceway and Outlet Systems
16190-1 thru 4	Miscellaneous Materials
16400-1 thru 3	Secondary Distribution Equipment
16420-1 thru 3	Panelboards
16500-1 thru 5	Lighting Fixtures and Accessories
16730-1 thru 6	Extension of Existing Fire Alarm System, Addressable



**7-9-13**

ADVERTISEMENT FOR BIDS FOR RENOVATIONS TO RUTHERFORD COUNTY  
COURTHOUSE REVENUE DEPARTMENT

Sealed proposals will be received by Rutherford County until 2:30pm on August 13, 2013 at the Office of the County Manager (289 North Main Street, Rutherfordton, NC) and thereafter opened and read, for the furnishing of labor, materials, and equipment for Renovations to Rutherford County Courthouse Revenue Department.

A mandatory pre-bid conference will be held at 2:30pm on July 30, 2013 in the Conference Room of the Rutherford County Revenue Department (formerly Tax Office) located in the lower floor of the Rutherford County Courthouse located at 229 N. Main St. in Rutherfordton, NC. Bidders not attending the mandatory pre-bid conference shall be ineligible to submit bids.

A single bid will be received including all work under the General Contract. The General Contractor's Base Bid shall include all labor, materials, supplies, and equipment necessary to complete the work in its entirety including General Construction, Plumbing, Mechanical and Electrical. A copy of the bid packet, including the bid specifications and bid form, will be available online at <http://www.rutherfordcountync.gov/bid> or may be viewed at the Office of the County Manager.

All bidders shall have the proper general contractor's license. A Bid Bond shall be required. The selected contractor shall submit required Performance and Payment Bonds along with certification of insurance.

---

Carl Classen  
County Manager  
Rutherford County, NC

## SECTION 00020 - INSTRUCTIONS TO BIDDERS

Sealed proposals will be received by Rutherford County until 2:30pm on August 13, 2013 at the Office of the County Manager (289 North Main Street, Rutherfordton, NC) and thereafter opened and read, for the furnishing of labor, materials, and equipment for Renovations to Rutherford County Courthouse Revenue Department.

A mandatory pre-bid conference will be held at 2:30pm on July 30, 2013 in the Conference Room of the Rutherford County Revenue Department (formerly Tax Office) located in the lower floor of the Rutherford County Courthouse located at 229 N. Main St. in Rutherfordton, NC. Bidders not attending the mandatory pre-bid conference shall be ineligible to submit bids.

### 02. Location of Site:

The site is located on the first floor of the existing Rutherford County Courthouse located at 229 N. Main St. in Rutherfordton, NC.

### 03. Contract:

A single bid will be received including all work under the General Contract. The General Contractor's Base Bid shall include all labor, materials, supplies, and equipment necessary to complete the work in its entirety including General Construction, Plumbing, Mechanical and Electrical.

### 04. Bidding Documents:

Bid documents may be obtained through the Shelby office of the Architect on the following basis:

Bidders may obtain two complete sets of bid documents upon deposit of \$150.00. Full deposit will be refunded to those submitting a bona fide bid proposal for the contract and who return the documents in usable condition within ten (10) days after date of bid opening.

NOTE: Those who do not return the plans as stated above will forfeit their deposit.

Additional prints or digital copies of drawings and pages of specifications may be obtained on a non-refundable basis directly from the printer, CADCopy & Supply, LLC, 513 S. Dekalb St., Shelby, NC, 704.487.8815.

### 05. Bids:

All Contractors are notified that General Statutes of N.C., Chapter 87, Article 1, General Contract, and as amended, will be observed in receiving bids and

awarding contracts. All federal, state and municipal laws governing each respective trade, will be complied with.

Submit on bid forms enclosed with these specifications. Submit bid in a sealed envelope, so marked as to indicate its contents without being opened.

a. Bidder shall fill in and sign his bid correctly. Bid forms that show any omissions, alterations of form, additions not called for, conditional bids, or any irregularities of any kind may be rejected.

b. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of 30 days.

c. It is the Owners' intention to award a contract for completion of this project to the contractor submitting the lowest bid. However, the Owner reserves the right to reject any or all bids, or to accept any bid submitted, and to waive any informalities.

d. Payments will be made by the Owner once a month in an amount equal to ninety percent (90%) of the work completed and final payment within thirty (30) days after the completion and acceptance of the work.

07. Contractor's License:

Bidders must have proper license for Contractors as required by State Laws governing their trades. Bidder's license number shall be listed on his Bid Form and on the outside of sealed envelope in which Bid is submitted.

08. Site Investigation:

Each Bidder shall, before submitting his bid, examine the site to determine the extent of work involved and the conditions under which he must operate in performing this work. The submission of a bid will be construed as evidence that such an examination has been made, and no subsequent allowance will be made in this connection on behalf of the Contractor for any error or negligence on his part.

09. Interpretation of Drawings and Specifications:

Should a Bidder find discrepancies or ambiguities in, or omissions from drawings and specifications, or should he be in doubt as to their meaning, he shall at once notify the Architect who will issue an interpretation in the form of an addendum. This addendum will be forwarded to all Bidders.

a. Bidders must act promptly and allow sufficient time for a reply to reach them before the date established for submission of bids. At a minimum bidders shall request clarification of specifications no later than seven (7) days prior to bid opening.

b. No addendum will be issued later than three (3) days prior to bid opening.

c. Each Bidder must acknowledge receipt of all addenda in his Bid.

d. No oral interpretations will be made to any Bidder as to the meaning or intent of the Contract Documents or be effective to modify and of the provisions of the documents.

10. Permits, Fees, and Taxes:

Cost for sewer, water and electrical permits and taps; fees for inspections as required by City, County, and/or State authorities; Social Security and other applicable local and Federal Government taxes and costs of all other permits, inspections and licenses for which the Contractor is liable shall be included in his estimate for the work.

11. Payment Bond:

An AIA Performance and Payment Bond will be required in an amount equal to one hundred percent (100%) of the Contract Price. Bond shall be delivered to the Architect within ten (10) days after notice of acceptance of proposal.

12. Bid Security:

Each Bid shall be accompanied by a cash deposit, a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond executed by a Surety Company licensed under the laws of N.C. to execute such bonds. The amount of such bid security shall be equal to 5% of the bid.

a. Bid security shall be retained by Owner as liquidated damages in event of failure of successful bidder to execute Contract within ten (10) days after award or to give satisfactory surety as required by law (General Statutes of N.C., C.143, Art. 8, S.129).

b. Bid Bond, if submitted as security, shall be conditioned that the Surety will upon demand forthwith make payment to the obligee upon said bond if the Bidder fails to execute the Contract in accordance with the Bid Bond, and upon failure to forthwith make payment, that the Surety shall pay to the obligee an amount equal to said Bond.

13. Liquidated Damages:

See Section 01021 – Liquidated Damages.

END OF SECTION

PROPOSAL FORM

Date \_\_\_\_\_

Mr. Carl Classen  
County Manager  
Rutherford County, NC

Dear Sir:

In compliance with your invitation for bids, the undersigned hereby proposes to furnish all labor, materials, supplies and equipment for the Renovations to Rutherford County Courthouse Tax Offices in strict accordance with the plans and specifications prepared for same by Patterson Design Group, PA, Shelby, NC.

BASE BID: For total sum of \_\_\_\_\_  
\_\_\_\_\_ ( )

Descriptions of Alternates listed below is only for identification purposes. See drawings for exact scope of each alternate.

Alternate 1 (Granite counter tops instead of plastic laminate): Add/Deduct the sum of  
\_\_\_\_\_  
\_\_\_\_\_ ( )

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within **30 days** after the date of opening of the bids or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the form of Agreement attached to the specification and give Performance and Payment Bonds in accordance with the specifications and bids as accepted.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

\_\_\_\_\_  
\_\_\_\_\_

License: The undersigned further states that he is a duly licensed contractor in the State of North Carolina, and that all fees, licenses, permits, etc., pertinent to the submission of this bid have been paid in full.

State License No. \_\_\_\_\_

The undersigned states that he is aware of the Completion Time and Liquidated Damages as stated in the specifications.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

<u>Addendum Receipt:</u>	Addendum No. _____	Date _____
	Addendum No. _____	Date _____
	Addendum No. _____	Date _____

Respectfully submitted,

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

List below the Name and License Number for Sub-Contractors:

Mechanical \_\_\_\_\_ Lic. # \_\_\_\_\_

Electrical \_\_\_\_\_ Lic. # \_\_\_\_\_

Plumbing \_\_\_\_\_ Lic. # \_\_\_\_\_

CAUTION: This Bid may be rejected if not accompanied by Guarantee in the specified amount. Any certified checks may be held uncollected at risk of bidders submitting them.

## SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS: The "General Conditions of the Contract for Construction", AIA Document A201, latest edition, Articles 1 through 15 inclusive, is part of this Contract.

SUPPLEMENTS: The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### ARTICLE 1 - CONTRACT DOCUMENTS:

#### 1.1.1 Add the following:

"The Contract Documents shall also include the Performance Bond, Labor and Material Payment Bond, and the Insurance Certificates."

### ARTICLE 2 - OWNER:

#### 2.2.5 Add the following:

"Each Contractor will be furnished free of charge, copies of the Drawings and Specifications as noted below and will be furnished, at actual cost of reproduction, as many additional copies as he may require."

General Contractor	3 sets of prints
--------------------	------------------

### ARTICLE 3 - CONTRACTOR:

#### 3.4 Labor and Materials: Add the following Subparagraphs:

3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the specifications).

#### 3.4.5 By making request for substitutions based on 3.4.3 above, the contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.

.3 certified that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.1 Delete and substitute:

"3.4.1 Unless specifically noted otherwise, the Contractor shall provide and pay for all labor, transportation, materials, equipment, tools, construction equipment and machinery, water, heat, lights, power, utilities, sanitary facilities, and other facilities and services necessary for the entire, correct and substantial completion of his work. The Contractor shall install, maintain, and remove all equipment of construction, other utensils or things; and shall be responsible for safe, correct and lawful construction, maintenance and use of same."

3.18.1 Delete and substitute:

"3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work described in this Paragraph 3.18.

ARTICLE 5 - SUBCONTRACTORS:

5.2.1 Add the following:

"5.2.1.1 Replace "as soon as practicable" with "not later than ten (10) days"

ARTICLE 7 - CHANGES IN THE WORK:

7.3.7 in the first sentence, delete the words "a reasonable amount: "an allowance for overhead and profit in accordance with Clauses 7.3.11.1 thru 7.3.11.6 below:

7.3 Add the following Subparagraph:

7.3.11 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, 7-1/2 percent of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces, 15 percent of the cost.

.4 For each Subcontractor, for Work performed by the Sub-contractor's Sub-subcontractors, 7-1/2 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts using "Change Proposal Form" in "Project Forms and Checklists" sections of these Specifications. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.

#### ARTICLE 8 - TIME:

Delete subparagraph 8.3.3 in it's entirety and substitute the following:

8.3.3 In the event Contractor is delayed at any time in the process of the work, extension of time shall be the Contractor's sole remedy for any such delay (except Contractor's right to terminate this agreement pursuant to any applicable provisions of the Owner-Contractor Agreement), unless the same shall have been caused by acts constituting intentional interference by the Owner with Contractor's performance of the work and where, and to the extent that, such acts continue after the Contractor's notice to the Owner of such interference. Written notice of intentional interference by the Owner must be given within three (3) days of the occurrence or the claim is waived. The Owner's exercise of any of it's rights under any applicable provisions of the Owner-Contractor Agreement relating to changes in the work, or requirement of correction or re-execution of any of the work, shall not, under any circumstances be construed as intentional interference with the Contractor's performance of the work.

#### ARTICLE 9 - PAYMENT AND COMPLETION:

9.3.1 Add: "The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet."

9.3.1 Add the following clause:

9.3.1.3 Until Substantial Completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.

9.8.5: Delete "Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof."

and substitute:

"The payment shall be sufficient to increase the total payments to 95 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims."

Delete last sentence.

## ARTICLE 11 - INSURANCE AND BONDS

11.1 Contractor's Liability Insurance: Add subparagraphs:

11.1.1.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- a. Premises Operations (including X,C and U coverages as applicable).
- b. Independent Contractors' Protective.
- c. Products and Completed Operations.
- d. Personal Injury Liability with Employment Exclusion deleted.
- e. Contractual, including specified provision of Contractor's obligation under Paragraph 3.18.
- f. Owned, non-owned and hired motor vehicles.
- g. Broad Form Property Damage including Completed Operations.

11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2 Add the following clause:

The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation
  - a. State: Statutory
  - b. Applicable Federal: Statutory
  - c. Employer's Liability: Not less than \$100,000 each accident.  
Not less than \$500,000 disease policy limit.  
Not less than \$100,000 disease each

employee

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- a. Bodily Injury: \$1,000,000 each occurrence; \$2,000,000 aggregate.
- b. Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate.
- c. Products and Completed Operations to be maintained for one (1) year after final payment.
- d. Property Damage Liability Insurance shall provide X, C, and U coverage.
- e. Broad Form Property Damage Coverage shall include Complete Operations.

3. Contractual Liability:

- a. Bodily Injury: \$1,000,000 each occurrence; \$2,000,000 aggregate.
- b. Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate.

4. Business Auto Liability (including owned, non-owned and hired vehicles):

- a. Bodily Injury: \$1,000,000 each person; \$1,000,000 each occurrence.
- b. Property Damage: \$500,000 each occurrence.

5. Excess Liability – Umbrella Form

- a. Each occurrence \$1,000,000
- b. Aggregate \$1,000,000

11.1.3 Add the following sentence:

"If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance."

11.3.1 Modify the first sentence of Subparagraph 11.3.1 as follows: "unless otherwise provided, the Owner" and substitute "the Contractor".

Add the following sentences:

"The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto."

11.3.1.2 Delete Clause 11.3.1.2.

11.3.1.3 Delete Clause 11.3.1.3.

11.3.1.4 Delete Subparagraph 11.3.1.4.

11.3.6 Delete and substitute the following:

"11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner."

11.3.7 Modify by substituting "Contractor" for "Owner" at the end of the first sentence.

11.3.8 Modify by substituting "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's".

11.3.9 Modify by substituting "Contractor" for "Owner" each time the latter word appears.

11.3.10 Modify by substituting "Contractor" for "Owner" each time the latter word appears.

11.4 Performance Bond and Payment Bond:

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering a faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto

in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

#### ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK:

12.1.2 Delete first sentence and substitute:

12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to observe by owner or by contractor prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor.

#### ARTICLE 13 - MISCELLANEOUS PROVISIONS:

Add the following Paragraph 13.8 to Article 13:

##### 13.8 Equal Opportunity

13.8.1 The contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

At the end of Supplementary Conditions add the following:

#### SAFETY AND HEALTH REGULATIONS:

Contractor shall comply with the latest revisions and interpretations of "Safety and Health Regulations in Construction" (US Department of Labor, Bureau of Labor Standards), and with other applicable laws, rules and regulations relating to safety and health.

Work on and for the Project shall conform to requirements of the "North Carolina State Building Codes"; to the latest revisions and interpretations of the "Occupational Safety and Health Standards" (US Department of Labor, Occupational Safety and Health Administration); and to all other applicable codes, laws, rules and regulations.

End of Section.

# STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

Contractor: \_\_\_\_\_ Sheet #: \_\_\_\_\_  
 Project Name: Renovations to Rutherford County Tax Offices, Rutherfordton, NC For Sales Taxes Paid from \_\_\_\_\_ to \_\_\_\_\_  
 Payment Application # \_\_\_\_\_

Invoice Number	Invoice Date	Vendor	Type of Materials	Taxable Amount of Invoice	County Name	State Tax (____%)	County Tax (____%)	Tax (____%)	Total Taxes
1)									
2)									
3)									
4)									
5)									
6)									
7)									
8)									
9)									
10)									
11)									
12)									
13)									
14)									
15)									
16)									
17)									
18)									
19)									
20)									
21)									
22)									
Total:									

We certify that the above listing includes all materials purchased by us and incorporated into the above referenced project for the period stated, became a permanent part of the project and that the sales tax shown has been paid. The above represents a complete listing of these sales taxes paid for the pay application number.

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ By: \_\_\_\_\_

Notary Public: \_\_\_\_\_ Title: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Change Proposal Form

## Renovations to Rutherford County Tax Offices Rutherfordton, NC

DATE: \_\_\_\_\_

PROPOSAL #: \_\_\_\_\_

CONTRACT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DESCRIPTION OF CHANGE: \_\_\_\_\_

### Materials (Attach list with qty., item, unit \$, unit mh, total mh, OT mh, Total \$)

1. Total direct cost of materials \$ \_\_\_\_\_
2. Overhead and profit on Item 1 \$ \_\_\_\_\_ (% max. Inc. small tools  
& consumables)
3. Sales tax \$ \_\_\_\_\_
4. Shipping and transportation \$ \_\_\_\_\_

**Materials Subtotal** \$ \_\_\_\_\_

### Labor (include time sheets if requested)

5. Total man-hours: \_\_\_\_\_ @ \_\_\_\_\_ /hr. \$ \_\_\_\_\_
6. Overhead and profit on Item 5. \$ \_\_\_\_\_ (% max. on straight labor  
cost, not premium portion).  
(O&P includes supervisor's time)
7. Payroll taxes and insurance @ \_\_\_\_\_ % \$ \_\_\_\_\_

**Labor Subtotal** \$ \_\_\_\_\_

### Equipment Rental (includes quotes and pick-up/delivery tickets)

8. Equipment rental \$ \_\_\_\_\_
9. Overhead and profit on Item 8 (% max.) \$ \_\_\_\_\_

**Equip. Rental Subtotal** \$ \_\_\_\_\_

**Subcontractors** (includes quotes with material and equipment back up)

10. Subcontractors \$ \_\_\_\_\_

11. Overhead and profit on item 10 (\_\_\_\_% max.) \$ \_\_\_\_\_

**Subcontractor Subtotal** \$ \_\_\_\_\_

**Subtotal of Proposal** \$ \_\_\_\_\_

12. Bonds (\_\_\_\_% of subtotal of proposal) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OF CHANGE PROPOSAL** \$ \_\_\_\_\_

Time Extension Request \_\_\_\_\_ days \_\_\_\_\_ Schedule Activity # Affected

**Contractor's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# *Certificate of Accuracy*

## **Renovations to Rutherford County Tax Offices Rutherfordton, NC**

---

Date: \_\_\_\_\_

Project Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that to the best of my knowledge and actions the Record Drawings for the above-indicated project are complete and accurate.

Company: \_\_\_\_\_  
(Firm or Corporation making certification)

Represented By: \_\_\_\_\_  
(Person authorized to sign)

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

**Attest:**  
By: \_\_\_\_\_

Title: \_\_\_\_\_

***Certificate of Non Use of Asbestos-containing  
Products***

**Renovations to Rutherford County Tax Offices  
Rutherfordton, NC**

---

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that to the best of my knowledge the products and materials incorporated into the above referenced project are free of asbestos-containing materials.

Company: \_\_\_\_\_  
(Firm or Corporation making certification)

Represented By: \_\_\_\_\_  
(Person authorized to sign)

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

**Attest:**  
By: \_\_\_\_\_

Title: \_\_\_\_\_

# *Certificate of Non Use of lead-containing Products*

## **Renovations to Rutherford County Tax Offices Rutherfordton, NC**

---

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that to the best of my knowledge the products and materials incorporated into the above referenced project are free of lead-containing materials.

Company: \_\_\_\_\_  
(Firm or Corporation making certification)

Represented By: \_\_\_\_\_  
(Person authorized to sign)

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

**Attest:**  
By: \_\_\_\_\_

Title: \_\_\_\_\_

# *Closeout Documentation Checklist*

## **Renovations to Rutherford County Tax Offices Rutherfordton, NC**

Contractor: \_\_\_\_\_ Substantial Completion Date: \_\_\_\_\_

The following documents must be completed and submitted by each prime contractor. Documents shall be submitted to the Architect in a single package with this (completed) checklist attached. The Architect must receive all documents before the Contractor's Final Application for Payment can be reviewed.

- \_\_\_\_\_ 1. Copies of all punch lists with each item checked off.
- \_\_\_\_\_ 2. Fully Executed Final Change Order (i.e. for allowances, deduction for work done by others, etc.).
- \_\_\_\_\_ 3. Final Approved Application for Payment.
- \_\_\_\_\_ 4. Consent of Surety to Final Payment.
- \_\_\_\_\_ 5. Contractor's Affidavit of Release of Liens (fully executed).
- \_\_\_\_\_ 6. Contractor's Affidavit of Payment of Debts and Claims (fully executed).
- \_\_\_\_\_ 7. Certificate of Occupancy from proper municipality.
- \_\_\_\_\_ 8. Contractor's One-Year Warranty (notarized).
- \_\_\_\_\_ 9. Warranty summary sheet and original warranties for specific items (roof, motors, etc.).
- \_\_\_\_\_ 10. Certification letter from Contractor stating that no asbestos containing materials were used.
- \_\_\_\_\_ 11. Certification letter from Contractor stating that no lead paint was used.
- \_\_\_\_\_ 12. Final list of all subcontractors with names, addresses and phone numbers.
- \_\_\_\_\_ 13. Record Drawing with cover letter and Certificate of Accuracy indicating that they have been reviewed and are as accurate and complete as possible.
- \_\_\_\_\_ 14. Certified Testing and Balancing Report for HVAC System with cover letter indicating it has been reviewed and approved by consulting Engineer.
- \_\_\_\_\_ 15. Finish Hardware Biting List (from hardware supplier through General Contractor).
- \_\_\_\_\_ 16. All MBE forms are complete and turned in.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

## SECTION 01010 - SUMMARY OF THE WORK

### 01. Scope.

This project consists of Renovations to Rutherford County Tax Offices as shown and/or required by the drawings and technical specifications.

### 02. Intent and Workmanship.

a. The words "furnish", "furnish and install", "install", and "provide", or works with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

b. The General Construction Contractor, hereinafter referred to as the General Contractor shall be charged with the responsibility of coordinating the work of all contractors, keeping in close touch with the others in expediting the work and maintaining highest quality construction, free from "patchwork" and unsound corrective repairs.

c. The General Contractor shall be responsible for making the construction of habitable structures under this contract rainproof. Each contractor shall be responsible for making his installation properly perform the intended function. If he is prevented from so doing by any limitations of the drawings or specifications, the Contractor shall immediately notify the Architect in writing of such limitations before proceeding with construction in the area where the problem or limitation exists.

d. Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part. The above requirement, however, is not intended to include major components not covered by or inferable from the drawings and specifications.

e. General Contractor shall give his work careful and frequent supervision, and shall at all times provide a competent superintendent on the work. This superintendent shall remain on the work until completed, unless removed by sickness, discharged for cause, or replaced with the written consent of the Architect or his representative. Any careless or incompetent workman, or trouble maker must be removed by the Contractor at once on written instructions.

### 03. Layout & Coordination of Work & Coordination Dwgs.

a. General Contractor shall verify grades, lines, levels, and dimensions indicated on drawings, and shall immediately report inconsistencies discovered during the entire progress of the work. He shall establish and carefully preserve reference points; in case of their destruction, he shall be charged with the resulting expense of replacement and shall be responsible for any mistakes that may be caused by their loss or disturbance.

b. As the work progresses, the General Contractor shall establish exact locations of partitions as a guide to all trades.

c. The work of all trades shall be thoroughly coordinated regarding locations and elevations of piping, conduit, ductwork, fixtures, and other items so as to insure that such items can be properly installed.

d. Should any conflicts occur in the locations and elevations of items of work, the General Contractor shall be responsible for decisions regarding relocation of the work of any trade to provide the most satisfactory overall installation. Relocation and rerouting of such items shall be subject to Architect's approval, and shall conform to requirements specified for the initial installation.

e. Coordination drawings of crowded locations, where there is a possibility of conflict between the trades, shall be prepared by Contractors affected and coordinated by the General Contractor. The drawings shall indicate the exact locations and elevations of pipes, ducts, conduits, etc., obtained from field measurements, after consultation and agreement among trades involved.

f. Existing conditions shall be checked and verified to work with drawings and specifications before proceeding. If problems are found, they must be resolved and approved by the Architect before proceeding.

04. Changes to Existing Utilities:

a. General Contractor shall be responsible for making all necessary arrangements with power, telephone, and other utility companies or corporations for relocating or changing utilities affected by work under this contract.

05. Execution of the Work:

a. Each Contractor shall obtain and pay for all permits, taps, and inspection fees for his branch of the work. He shall make all necessary excavations for his work and repair the work of other contractors damaged during progress of his work.

b. The Contractor for a particular branch of the work shall consult with all other contractors and shall be responsible for the proper placing of all lines in advance of,

or in connection with other contractor's work so as to avoid any unnecessary cutting on account of his installation. The work shall be done at such time and in such manner as to lend cooperation to the progress of the work as a whole.

c. All exposed trenches and ditches shall be covered as soon as possible by the Contractor concerned, and excess earth removed by the Contractor doing the work.

d. The General Contractor shall build around the work of the other Contractors or shall leave chases, slots, and holes or openings as required to receive and to conceal, within the completed construction, the work of the different contractors.

e. Patching of work or areas affected by cutting, digging and fitting shall be done by mechanics skilled in the applicable trades and shall match surrounding or adjoining similar work.

#### 06. Drawings and Specifications:

These specifications are written to cover the entire work. Owner may bid and award or otherwise arrange for certain other work during the construction period.

The drawings which accompany and form a part of these specifications are dated July 9, 2013, are identified as Commission No. 3089, and consist of the following:

CS1.1	Cover Sheet	Electrical	
CS1.2	Appendix B		
		E1.0	Schedules
Architectural		E1.1	Demolition Plan
		E2.1	Lighting Plan
LS1.1	Life Safety Plan	E2.2	Power Plan
LS1.2	UI Assemblies	E3.1	Riser Diagrams
A1.1	Existing Floor Plan		
A1.2	Floor Plan		
A1.3	Floor Plan W/ Cubicles		
A2.1	Schedules		
A3.1	Sections		
A7.1	Reflected Ceiling Plan		
A8.1	Casework Elevations		
Mechanical			
M1.1	Demolition Plan		
M1.2	Floor Plan		
M2.1	Details		

## SECTION 01020 - ALLOWANCES

01. General: The Contractor shall include the following allowances in Base Bid. The stipulated sum does not include local sales tax nor the General Contractor's profit or installation cost. Should the cost be more than the allowance, Owner will pay to General Contractor such difference; but should the cost be less than the allowance, the General Contractor will credit the Owner with this difference. Tax, installation, and profit costs shall be figured in the Contractor's original contract figure.

Contingency Allowance: Each Contractor shall allow the following sum(s) for contingency for his contract for use for unforeseen work that may be required on project. Pay for work shall be as outlined in the Supplementary Conditions, Article 7 – Changes in Work. Contingencies shall not be used without the written approval for the Architect.

**General:                      \$ 15,000.00**

END OF SECTION

#### SECTION 01021 - LIQUIDATED DAMAGES

All work must be completed according to the time line outlined in Section 01900 – Special Provisions. The Contractor shall pay the Owner as fixed, agreed and liquidated damages for each calendar day of delay beyond the completion date stated, until the work is completed, the sum of Seven Hundred and Fifty Dollars (\$750) per day.

END OF SECTION

## SECTION 01027 - APPLICATIONS FOR PAYMENT

01. Two applications for payment will be received and processed for this project. The first will be for all the work done up to and including the last day of the month of September. The second will be when the job is completely finished and accepted by the Owner. Four copies of the pay applications and any supporting documents shall be submitted to the Architect. Architect will process the pay applications within five business days and forward to the Owner if they are in order. Owner will make appropriate payment within fifteen days of receipt from the Architect.

02. In addition to Schedules and Reports described in the General Conditions, Contractors must provide with each application for payment a certified statement listing sales and/or use taxes paid in North Carolina on purchases on building materials, supplies, fixtures and equipment which become a part of or are annexed to the project. Such listing shall include total amounts of invoices and state and local sales and use tax paid thereon. The form included with these specifications under "Project Forms and Check Lists" shall be used unless prior approval is given for another form. If multiple pages are required, a grand total shall be shown at the end for each column.

03. See also Supplemental Conditions to the General Conditions, Article 9.

END OF SECTION

## SECTION 01030 - ALTERNATES

State the amount to be added or deducted from the Base Bid for all alternates as may be noted in the Proposal Form and as follows. The following descriptions are general descriptions only. See plans and rest of Specifications for exact description of each alternate.

Alternate #1: Provide granite counter tops instead of plastic laminate.

## SECTION 01035 - MODIFICATION PROCEDURES

01. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to this section.

02. Summary: This section specifies administrative and procedural requirements for handling and processing Contract modifications.

a. Multiple Prime Contracts: Provisions of this Section apply to the Work of each prime contractor.

03. Minor Changes In The Work: Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect by memorandum.

04. Change Order Proposal Requests:

a. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

b. Proposal requests issued by the Architect are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.

c. Unless otherwise indicated in the proposal request, within 20 days of receipts of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change.

1. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

3. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

d. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.

1. Include a statement outlining the reasons for the change the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.

2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

e. Proposal Request Form: "Change Proposal Form" with these specifications under "Project Forms and Check Lists".

05. Allowances:

a. Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in the purchase amount only where indicated as part of the allowance.

2. When requested, prepare explanations and documentation to substantiate the margins claimed.

3. Submit substantiation of a change in scope of work claimed in the Change Orders related to unit-cost allowances.

4. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.

b. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit, within 20 days of receipt of the change order or construction change directive authorizing work to proceed. Claims submitted later than 20 days will be rejected.

c. The Change Order cost amount shall not include the Contractor's or Subcontractor's indirect expense except when it is clearly demonstrated that either the nature or scope of work required was changed from that which could have been foreseen from the description of the allowance and other information in Contract Documents.

d. No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems of the same scope and nature as originally indicated.

e. If the actual cost is going to exceed the allowance, notify the architect. Authorization to exceed the allowance must be given in the form of a change order before proceeding.

06. Construction Change Directive:

a. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.

b. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

07. Change Order Procedures:

a. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

END OF SECTION

## SECTION 01040 - PROJECT COORDINATION

01. The General Contractor shall serve as project expediter and schedule and coordinate the work of all Contractors and Trades.

02. The Mechanical, Plumbing, and/or Electrical Sub-Contractors shall be prepared at all times to put workmen on the job within 24 hours after receipt of notice from the General Contractor to install any part of the work that is to be installed in walls, floors, or ceilings, along with the General Contractor's work. If a Mechanical, Plumbing, or Electrical Contractor fails to put men on the work within 24 hours notice from the General Contractor, the General Contractor may, with written permission from the Architect and the Owner, have the necessary work performed by others and charge cost of same to the Mechanical, Plumbing, or Electrical Contractor concerned.

03. See Section 01900 – Special Provisions for other provisions.

END OF SECTION

## SECTION 01045 - CUTTING AND PATCHING

### 01. Related Documents:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

### 02. Summary:

This Section specifies administrative and procedural requirements for cutting and patching.

a. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1. Requirements of this Section apply to mechanical and electrical installations. Refer to Division-15 and Division-16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

### 03. Submittals:

a. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:

Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.

Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.

List products to be used and firms or entities that will perform Work.

Indicate dates when cutting and patching is to be performed.

List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

04. Quality Assurance:

a. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:

- Foundation construction
- Bearing and retaining walls.
- Structural concrete.
- Structural steel.
- Lintels.
- Timber and primary wood framing.
- Structural decking.
- Stair systems.
- Miscellaneous structural metals.
- Exterior curtain wall construction.
- Equipment supports.
- Piping, ductwork, vessels and equipment.
- Structural systems of special construction in Division - 13.

b. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

c. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

If possible, retain the original installer or fabricator to cut and patch the following categories of exposed Work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm:

Processed concrete finishes.  
Stonework and stone masonry.  
Ornamental metal.  
Matched-veneer woodwork.  
Preformed metal panels.  
Window wall system.  
Stucco and ornamental plaster.  
Acoustical ceilings.  
Terrazzo.  
Finished wood flooring.  
Fluid-applied flooring.  
Carpeting.  
Aggregate wall coating.  
Wall covering.  
Swimming pool finishes.  
HVAC enclosures, cabinets or covers.

05. Materials:

Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

06. Inspection:

Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

07. Preparation:

- a. Temporary Support: Provide temporary support of Work to be cut.
- b. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

08. Performance:

a. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

b. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.

In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

Cut through concrete and masonry using a cutting machine such as a caborundum saw or diamond core drill.

Comply with requirements of applicable Sections of Division-2 where cutting and patching required excavating and backfilling.

By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed.

Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting. See Divisions 15 and 16 for procedures specified otherwise.

c. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.

Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken area containing the patch, after the patched area has received primer and second coat.

Patch, repair or rehang existing ceilings as necessary to provide an even plan surface of uniform appearance.

09. Cleaning:

Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

## SECTION 01090 - DEFINITIONS AND STANDARDS

01. Definitions: Basic Contract definitions are included in the General Conditions.

a. Indicated refers to graphic representations, notes or schedules on Drawings, or Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference.

b. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Architect", "requested by the Architect", and similar phrases. No implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's supervision of construction.

c. Approve, used in conjunction with action on submittals, applications, and requests, is limited to the Architect's duties and responsibilities stated in General and Supplementary Conditions. Approval shall not release the Contractor from responsibility to fulfill Contract requirements.

d. Regulation includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, and rules, conventions and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.

e. Furnish means "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations."

f. Install describes operations at the site including "unloading, unpacking, assembly, erection, anchoring, applying, working to dimension, protecting, cleaning and similar operations."

g. Provide means "furnish and install, complete and ready for use."

h. Installer: "Installer" is the Contractor or an entity engaged by the Contractor, as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform. The term "experienced," when used with "Installer" means having a minimum of 5 previous Projects similar in size to this Project, and familiar with the precautions required, and with requirements of the authority having jurisdiction.

i. Project Site is the space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.

j. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

02. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format.

Language used in the Specifications is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the context so indicates.

a. Imperative language is used generally. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the test subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.

The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

03. Assignment of Specialists: Certain construction activities shall be performed by specialists, recognized experts in the operations to be performed. Specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

04. Drawing Symbols: Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eighth edition.

05. Mechanical/Electrical Drawings: Graphic symbols on mechanical and electrical Drawings are aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by symbols recommended by technical associations. Refer instances of uncertainty to the Architect for clarification before proceeding.

06. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable industry standards have the same force and effect as if bound or copied into Contract Documents. Such standards are part of the Contract Documents by reference. Individual Sections indicate standards the Contractor must keep available at the Project Site.

07. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.

a. Updated Standards: Submit a Change Order proposal where an applicable standard has been revised and reissued after the date of the Contract Documents and before performance of Work. The Architect will decide whether to issue a Change Order to proceed with the updated standard.

08. Conflicting Requirements: Where compliance with two or more standards that establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced. Refer uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.

a. Minimum Quantities or Quality Levels: The quantity or quality shown or specified is the minimum to be provided or performed. Indicated values are minimum or maximum values, as appropriate for the requirements. Refer instances of uncertainty to the Architect for decision before proceeding.

09. Copies of Standards: Each entity engaged on the Project shall be familiar with standards applicable to that activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

Although copies of standards needed for enforcement of requirements may be part of submittals, the Architect reserves the right to require submittal of additional copies for enforcement of requirements.

10. Abbreviations and Names: Where acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

11. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgements, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

END OF SECTION

## SECTION 01200 - PROJECT MEETINGS

01. As soon as practicable after award of contracts, a preconstruction conference will be called by the Architect. This conference shall be attended by a qualified representative of the Owner, Architect, and Contractor. This meeting is to answer questions peculiar to this project and clarify details of routine procedures.

02. Each Contractor is required to attend weekly job site progress conferences as called by the Architect. Contractor shall be represented at these job progress conferences by an authorized representative of the home office as well as by project personnel superintendent. These meetings shall be open to subcontractors, material suppliers, and others who can contribute beneficially toward maintaining required job progress and such personnel shall be encouraged by the Contractor to attend. It shall be the principal purpose of these conferences to effect coordination, cooperation and assistance in every practical way toward maintaining progress of the project and completing the project within the specified contract time. Contractors shall be prepared to recommend remedial measures for correcting problems as may be appropriate. The Architect shall be the coordinator of the conferences and shall preside as Chairman.

03. Each Contractor is also required to attend weekly scheduling meetings that the General Contractor, as "Project Expediter", may arrange in addition to the weekly job site conferences described above.

END OF SECTION 01200

## SECTION 01300 - SUBMITTALS

### 01. Samples and Shop Drawings.

a. The Contractor shall submit samples and shop drawings for the Architect's approval as complying with the requirements of the contract documents. Submit samples in duplicate and shop drawings in quadruplicate. Only shop drawings which have been completely checked and stamped by the Contractor will be checked by the Architect/Engineer.

b. Color samples for all items shall be submitted at one time as soon as possible. The Owner reserves the right to make color selections only after all samples have been submitted.

### 02. Documents at the Project Site.

a. Each Contractor shall maintain at the project site one (1) complete set of Drawings and Specifications for his work. The Drawings and Specifications shall be maintained in good order and readable condition. The drawings and specifications shall be marked in red to show changes in the Work required by Addenda, Change Orders, and shall show as-built changes. Changes shall be so noted immediately upon notification.

b. All of the Documents required at the project site under this Article shall be available for use by the Architect, or his representative at all times.

c. Upon completion of the Project, the documents required under this Article shall be used by the Contractors to prepare the "As-Built" Drawings called for in Section 01700 of this Specification.

END OF SECTION

## SECTION 01310 - SCHEDULES AND REPORTS

01. Bidders shall begin to prepare for work immediately upon award of the contract and shall follow the schedule as outlined in Section 01900 – Special Provisions.

02. Prior to the preconstruction conference the Contractor shall submit to the Architect in written or chart form a schedule for the entire project. The schedule shall clearly identify the critical path of the entire project from start to end. The schedule shall indicate when the cubicle supplier is expected to install his cubicles. At the preconstruction conference the project expediter shall submit the schedule to those present for review and comment.

END OF SECTION

## SECTION 01500 - TEMPORARY FACILITIES

### 01. Temporary Field Office.

General Contractor shall provide and maintain a suitable temporary field office at the project site for his own. The existing Courthouse building shall not be used for such office.

### 02. Temporary Sheds.

If needed each Contractor shall provide and maintain additional storage sheds and other temporary buildings or trailers as required for the storage of his materials and the satisfactory execution of his work. Location of sheds and trailers shall be approved by the Architect. Remove sheds when work is completed, or as directed.

### 03. Temporary Water During Construction.

The General Contractor shall make the necessary arrangements and provide all water required during the entire construction period. The General Contractor shall arrange with the Owner to use and pay for all water.

### 04. Temporary Toilet Facilities.

General Contractor shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workmen of all construction during construction. Locate toilets where directed. Keep toilets clean and comply with all local and state health requirements and sanitary regulations. Toilet facilities shall consist of the prefabricated chemical type. If women are employed on the job, the general contractor shall provide an additional separate toilet for them. Temporary privies shall not be used unless approved by the Architect and local health authorities. Remove temporary toilet when directed. The toilet facilities completed in the buildings shall not be used by the Contractor Personnel at any time. Toilets inside the Courthouse building shall not be used.

### 05. Temporary Electricity During Construction.

#### a. Temporary Electrical Service Wiring & Lights:

1. Temporary electrical service, power wiring distribution and lights shall be furnished, installed, maintained and removed by the Electrical Sub-Contractor.

2. Temporary electrical service, wiring and lights shall as a minimum include the following:

a. 5 foot candles of light at the floor in open spaces.

b. 10 foot candles of light at the floor in corridors stairs.

3. Temporary lighting for areas of 100 square feet or less will be provided by the trade requiring the lighting.

06. Weather Protection, Temporary Heat, Ventilation & Air Conditioning.

a. Extent. The General Contractor shall provide at his own expense all weather protection, temporary heat or cooling and fuel as necessary to carry on the work expeditiously during inclement weather, to protect all work and materials against injury from dampness and cold, to dry out the building and to provide suitable working conditions. Unless otherwise required in the various Specification Section, building interiors shall be maintained between 50 deg. F and 80 deg. F during installation of interior finish work.

b. Methods. The methods of heating or cooling and the type of fuel and equipment used shall be subject to approval by Architect. "Salamander" type heating units shall not be used inside the building at any time. After building is completely enclosed, the Contractor may utilize the permanent mechanical equipment which he furnishes and installs under this Contract, with the qualifications herein stipulated; he shall, however, supply any additional equipment required. Any permanent equipment so used shall be turned over to the Owner in the condition and at the time required by the Specifications. The Contractor's use of the permanent equipment is hereby qualified as follows:

1. The permanent equipment shall not be used for temporary heat or cooling unless and until all safety devices specified or required for safe operation of the equipment are installed and operating properly. Use of this equipment shall not affect guarantee time of such equipment.

2. The General Contractor shall pay all fuel costs and assume all responsibility for use of the permanent heating equipment.

3. In using permanent equipment, provide filters (in addition to filters required with equipment) at all points where air enters the system. Maintain such filters until the building is occupied. Failure to do so will result in the Owner employing an independent cleaning company to vacuum all supply and return ductwork, and to clean all cooling and heating equipment. Cost of such cleaning operation will be charged to the General Contractor at no cost to the Owner.

4. Safety- The General Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

5. Use of permanent system shall not affect the guarantee of that system.

c. Heating Occupied Spaces Prior to Final Acceptance. Should a portion of the building be occupied by the Owner prior to substantial completion, the cost of fuel and operation of the heating system for the occupied portion will be borne by the Owner from time of occupancy until final acceptance.

07. Project Sign.

General Contractor will provide a Project Sign. See Detail at end of this section. No other signs or advertisements will be allowed at or near the Project Site. Architect will provide digit file to Contractor for the project sign.

08. Protection.

Protection shall consist (in general) of following:

a. Plant Material. Constructor shall protect all trees, shrubs, lawns and all landscape work from damage, providing guards and covering. Any damaged work shall be repaired or replaced at the Contractor's expense.

b. Streets and Walks. Contractor shall protect all streets and walks, and shall make all necessary repairs at his own expense.

c. Private Roads and Walks. Contractor shall protect private roads and walks. He shall maintain them during course of work, and shall repair all damages to same at his own expense.

d. Water Protection. Contractor at all times shall protect excavation, trenches, and building from damage from rain, water, spring water, ground water, backing-up of drains or sewers, and all other water. He shall provide all pumps and equipment and enclosures to provide this protection.

e. Temporary Drainage. Contractor shall construct and maintain all necessary temporary drainage, and shall do all pumping necessary to keep excavation and lowest floor free of water.

f. Snow and Ice. Contractor shall remove all snow and ice as may be required for proper protection and execution of the work.

g. Guard Lights. Contractor shall provide and maintain guard lights at all barricades, obstructions in streets, roads, or sidewalks, and at all trenches or pits adjacent to public walks or roads.

h. Cold Weather. During cold weather, Contractor shall protect all work against damage. If low temperatures make it impossible to continue operations safely (in spite of cold weather precautions), Contractor shall cease work and shall so notify the Architect.

i. Fire. Open fires will not be permitted within the building enclosure.

j. Soil Erosion. Contractor shall provide silt fences and other measures required or further specified herein to prevent soil erosion from leaving the site.

11. In addition to complying with safety requirements set forth in the General Conditions, the Contractor shall:

a. Inform himself of and fully comply with all applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596) in the performance of work required under this Construction Contract.

b. The Contractor shall adhere to the rules, regulations and interpretations of the Secretary of the United States Department of Labor (29 Code of Federal Regulations (CFR), Part 1518) relating to safety and health for construction. The applicable occupational health and safety standards are hereby incorporated into these Contract Specifications.

c. Contractor shall follow all rules set out in the regulations and recommendations published by the Associated General Contractors (AGC) and the North Carolina Department of Labor. The Contractor shall use every effort to safeguard life and property throughout the performance of his operations.

END OF SECTION

8'-0"

# RENOVATIONS TO RUTHERFORD COUNTY COURTHOUSE TAX OFFICES

THE  
*Patterson Design*  
GROUP

SHELBY, NC

704-487-1120

CONTRACTOR, City, State

4'-0"

3"

3"

3"

3"

1'-0"

1 x 4 CREDIT PANELS FOR OTHER CONTR.  
COST TO BE BORN BY RESPECTIVE CONTR.

4 x 6 TREATED POST

3'-0"

3/4" EXTERIOR PLYWOOD REQUIRED FOR ALL PANELS

## PROJECT SIGN DETAIL

3/4"=1'-0"

ARCHITECT WILL PROVIDE CONTRACTOR  
ELECTRONIC COLOR PDF VERSION OF SIGN FOR  
CONSTRUCTION.

2'-6"